

Terms & Condition

1. These Terms and Conditions (“Terms and Conditions”) shall govern Make-a-Thon(“Hackathon”) that is organized by Growth Folks(“Organiser”).
2. By registering for the Hackathon, the participants (“Participants”) agree to abide by all the Terms and Conditions.
3. The Organiser reserves the rights to cancel, postpone or change the date, venue and time of the Hackathon. There will be no refund of any personal expenses incurred by Participants if the Hackathon is canceled due to unforeseen circumstances. The Organiser reserve the right to amend the Terms and Conditions without prior notification and you agree to be bound by such Terms and Conditions.
4. Hackathon Mechanism
 - The Hackathon will be held on 29-30th June at Bengaluru
 - The Hackathon total duration will be of 30 Hours.
 - Participants are to submit their registration via the microsite only. The Organiser is not responsible for (i) late, lost, damaged, incomplete, or misdirected Entries, responses, or other correspondence, whether by e-mail or postal mail or otherwise; (ii) theft, destruction, unauthorized access to or alterations of Entries; or (iii) phone, electrical, network, computer, hardware, software program or transmission malfunctions, failures or difficulties.
 - Each team must consist of max. four (4) and min. two (2) team members only. Each individual is only permitted to register in one team.

- Participants are to pre-select their team names at the time of registration. The team leader will be responsible for submitting his/her team members names' participation details.
- All team members must appear in person on-site at the Make-a-thon 2019 venue by registration time on the first day of the Hackathon and must be present throughout the Hackathon. Failure to do so may result in disqualification for the entire team.
- The Challenge - We have listed down 3 challenges category here with details.
- Team Demonstration and Presentation: the Selected team has 8 minutes to present, including a minimum 30-second live demo of working proof of concept/prototype/ app, and Q&A session with the judges. Unlike rest, the major focus will be on how you demonstrate that your idea is a proper market fit and how your idea can be marketed.

5. Team Prizes

- Business opportunity with Participate companies
- Prizes and rewards are non-transferable by the winners. If the Participant accepts a prize, they will be solely responsible for all applicable taxes related to accepting such a prize.
- The Organiser reserves the right to change the prizes at any time without prior notice.

6. Winner Selection/Judging Criteria

- The winners will be selected by a panel of judges (“Judges”). By submitting any Hackathon entry, entrants release the Organiser, its sponsors, their

respective subsidiaries, affiliates, directors, officers, employees, representatives, agents, and advisors from any and all liability for any claims, costs, injuries, losses, or damages of any kind arising out of or in connection with the decisions of the Judges.

- The Organiser reserves the right to suspend, amend, or modify any of these rules, terms, and conditions, judging criteria with or without prior notice to Participants. Other modifications will be announced via the Hackathon microsite and emails. The Organiser will have the final decision when it comes to all matters of dispute arising from the Hackathon or the Prizes
- Teams will be judged based on the following criteria, including but not limited to:
 - Impact: How would the project benefit the target audience?
 - Creativity: Ingenious solutions and original ideas, no matter how big or small.
 - Growth Metrics:
 - Marketing Strategy
 - Presentation

7. Rules of Conduct

- Participants must comply with these Terms and Conditions at all times during the Hackathon, comply with all legal requirements and refrain from creating content that is unlawful or otherwise objectionable, or any content that may be construed as such.
- Participants must not use any content protected under third party rights or subject to confidentiality obligations to third parties and must permit the Organiser to use the content for the intended purposes.

- **Participants agree that all Organiser's decisions will be final and binding on all matters related to the Hackathon.**
- **Participants agree that all Judges' decisions will be final and binding on all matters related to the Hackathon.**
- **Participants are not permitted to leave the venue once the Hackathon officially begins on 29th to 30th June Bengaluru Participants are only permitted to leave the venue after the Hackathon officially ends on 30th June. The Organiser may disqualify teams if Participants do not comply.**

8. Awards

- **Prizes are non-transferable by the winner. Accepting a prize makes a prize recipient solely responsible for all applicable taxes related to accepting such prize.**

9. Photographic and video recordings

- **The Participants agree that any photo or video containing his/her likeness or voice, as may be shot or filmed during the Hackathon, may be published by the Organiser, in part or in full, with or without stating the Participant's name, on any media, including but not limited to the Organiser's website and social media channels, at the Organiser's sole discretion. This authorization will be given for 10 years and shall be valid Worldwide.**

10. Code of Conduct

- **We fully support appropriate behavior by all Participants at the Hackathon, including during any and all official and unofficial activities. We expect all attendees, sponsors, partners, volunteers, and staff to help us make the Hackathon a place that welcomes and respects all Participants, regardless of race, gender, age, sexual orientation, disability, physical appearance,**

national origin, ethnicity, or religion. We will not tolerate harassment of Participants in person, online, or in any other form.

- **Examples of harassment include offensive comments, verbal threats or demands, overly sexualized images in public spaces, intimidation, stalking, harassing photography or recording, sustained disruption of sessions or Hackathons, and unwelcome physical contact or sexual attention.**
- **We expect all Participants - attendees, speakers, sponsors, and volunteers - to follow the Code of Conduct during the Hackathon. This includes conference-related social Hackathons at off-site locations, and in related online communities and social media. Participants asked to stop any harassing behavior are expected to comply immediately.**
- **We thank our Participants for your help in keeping the Hackathon welcoming, respectful, and friendly to all Participants.**

11. Anti-Harassment

- **The Organiser is dedicated to providing a harassment-free experience for everyone. Harassment includes offensive verbal comments related to gender, age, sexual orientation, disability, physical appearance, body size, race, ethnicity, nationality, religion, sexual images in public spaces, deliberate intimidation, stalking, following, photography or audio/video recording against reasonable consent, sustained disruption of talks or other Hackathons, inappropriate physical contact, and unwelcome sexual attention. Overly sexual language and imagery are not appropriate at the venue, including hacks, talks, workshops, parties, social media and other online media.**

- **Photography is encouraged, but other Participants must be given a reasonable chance to refuse being photographed. If they object to being photographed, comply with their request. It is inappropriate to take photographs in contexts where people have a reasonable expectation of privacy e.g. in bathrooms or where Participants are sleeping.**
- **Hacks created at our Hackathon are equally subject to the anti-harassment policy.**
- **Participants who asked to stop any harassing behavior are expected to comply immediately. If you are being harassed, notice that someone else is being harassed, or have any other concerns, please contact a member of the organizing committee immediately.**
- **The Organiser will happily help Participants contact any local security or local law enforcement, or otherwise assist those experiencing harassment to feel safe for the duration of the Hackathon.**
- **Participants violating these rules may be sanctioned or expelled from the Hackathon at the discretion of the Organiser. If a Participant engages in harassing behavior, the Organizer may take any action they deem appropriate, including warning the offender or expulsion from the venue.**
- **Please report any incidents or concerns to the Hackathon organizing committee.**

12. Intellectual Property Rights

- **For the avoidance of doubt, a Participant will grant the Organiser a right of first refusal for the acquisition or an exclusive license for all materials including software, source code, documentation, data, and concepts (whether created or developed independently by a Participant or jointly with**

others) (“Materials”) submitted to the Organiser during the Hackathon, for a period of 6 months following the conclusion of the Hackathon. During this period, the Participant may not sell, transfer, or license exclusively their intellectual property rights to a third party, without first offering the Organiser the opportunity to acquire or license the Materials on the same terms and conditions offered by the third party, whereby the Organiser will have 30 days to accept the Participant’s offer. If the Organiser does not accept the Participant’s offer within 30 days, the Participant will have the right to accept the third party’s offer.

- The Participants expressly authorize the Organiser, to publish, to communicate, to expose and to disclose, divulge and represent the submitted ideas verbally, graphically or in writing, in any medium worldwide and without restrictions in time, and by any means, either present or future, free of charge, in relation to this Hackathon.
- The results shall, in no Hackathon, infringe in any manner or induce infringement of any third party intellectual property rights. Should the right from identified third party right owner not be commercially available, the result may not be qualified to win the prize. The Participant undertakes to indemnify the Organiser against all claims asserted by third-parties against the Organiser due to an actual or alleged infringement of rights resulting from the use of the result, as well as against all litigation costs (including reasonable attorney fees) required to defend the Organiser against such claims, unless the Organiser itself is responsible for the infringement of rights by its gross negligence or willful misconduct.

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13. Protection of Intellectual Property

- **By submitting an entry or accepting any prize, Participants represent and warrant the following: 1) Participants will not submit content that is copyrighted, protected by trade secret, or otherwise subject to third-party intellectual property rights or other proprietary rights, including privacy and publicity rights, unless the participant is the owner of such rights or has permission from the rightful owner to post the content and to grant the Hackathon all of the rights granted herein;**
- **the participant will not publish falsehoods or misrepresentations that could damage the Organiser, its sponsors, or any third party;**
- **the participant will not submit content that is unlawful, obscene, defamatory, libelous, threatening, pornographic, harassing, hateful, racially or ethnically offensive, encourages criminal activity, gives rise to civil liability, or is otherwise inappropriate or destructive to the Organiser' or sponsors' brand image or goodwill;**
- **the participant will not post advertisements or solicitations of business;**
- **the Organiser will not be obligated to pay any compensation to, or permit any participation by, any third party in connection with the use, reproduction, modification, publication, display, or other exploitation of any of the content that the Participant submits;**
- **the content the participant submits does not contain any viruses, Trojan horses, worms, or other disabling devices or harmful code.**
- **By posting or submitting an entry to the Hackathon (regardless of the form or medium of such content), the participant hereby grants the Hackathon and its sponsors, their respective affiliates, their affiliates' agents, and**

third-party contractors a worldwide, perpetual, irrevocable, non-exclusive right and license, with the right to sublicense, discuss, publicize, market, and otherwise display content derived from or relating to the Hackathon entry (“Marketing Content”), and to distribute and use such Marketing Content for promotional and marketing purposes either in the form submitted or in the form of a derivative or adapted work. The participant understands that he or she will not receive any compensation or credit for use of your Hackathon entry, other than what is described in these Official Hackathon Rules.

14. Copyright

- Participant represents and warrants that he or she is the sole author and copyright owner of the Submission and that the Submission is an original work of the Participant, or if the Submission is a work based on an existing application, that the Participant has acquired sufficient rights to use and to authorize others; and that the Submission does not infringe upon any copyright or upon any other third party rights of which the Participant is aware, and that the Submission is free of malware.

15. General Eligibility

- The Organiser will have the right at their sole discretion to determine whether an entrant is eligible for the Hackathon. The Organiser may disqualify entries that:
 - are in violation of third-party rights, law, or regulation,
 - use inappropriate or explicit language or images,

- **display content that the Organiser or its sponsors otherwise find objectionable or inconsistent with the Hackathon or its sponsors' brand image or goodwill.**
- **The Organiser will accept only those entries that are completed and submitted as described above and that conform to any technical requirements specified as part of the entry process. Entries that do not comply with the provisions of these rules will be deemed ineligible and will not be considered.**
- **The Organiser will accept entries from those who are below the age of 18 (minimum age of 14) provided they are accompanied by a parent or guardian or have completed the following 'Minor Release and Waiver of Liability and Indemnity Form' which will be sent via their registered e-mail.**
- **The Hackathon is open to all eligible Participants, whereby shortlisted Participants will be chosen by the Organiser.**

16. Medical

- **The Organiser shall provide medical assistance on site of the Hackathon. Participants agree to hold, defend and fully indemnify the Organiser from and against all losses, damages, expenses and all third party actions, proceedings, claims, demands, costs (including without prejudice to the generality of this provision and the legal cost of each other), awards and damages that may arise as a result of Participants' entry to the Hackathon.**
- **The Organiser shall only be liable to Participants for intent and gross negligence. Liability for ordinary negligence is excluded. This shall not apply to any injury to life or health. The Organiser is not liable for damage caused by third parties (e.g. theft or damage) or damage due to an accident**

with which the Organiser had no involvement, or for damage caused by or associated with violations of these terms and conditions or other provisions specified by the Organiser, such as notices or instructions given at the Hackathon.

17. Accident, theft, etc

- **By submitting any Hackathon entry, entrants release the Organiser, its sponsors, their respective subsidiaries, affiliates, directors, officers, employees, representatives, agents, and advisors from any and all liability for any claims, costs, injuries, losses, or damages of any kind.**

18. The Participants agree to abide by all applicable personal data protection legislation and process personal data only in the manner set out in the Personal Data Protection Act 2013.

19. The Terms and Conditions herein shall prevail over any inconsistent terms, conditions, provisions or representations contained in any other promotional or advertising materials for the Hackathon.